

**CORRECTIVE**  
**CONSERVATION EASEMENT DEED**

The Town of Bedford, a New Hampshire municipal corporation, having a principal place of business at Bedford, Hillsborough County, New Hampshire, through its Town Council ("Grantor"), for consideration paid, grants to Bedford Land Trust, a New Hampshire Voluntary Corporation, with an address at P.O. Box 10315, Bedford, New Hampshire 03110-0315 ("Grantee"), with warranty covenants, the following:

A conservation easement in perpetuity (the "Easement") over all of that certain area of land located in Bedford, Hillsborough County, New Hampshire and shown as Tax Lot 14-57 on a plan (the "Plan") entitled "BOUNDARY PLAN OF LAND TOWN OF BEDFORD FORMERLY THE BENEDICTINE SISTERS LAND TAX LOT 14-57, WALLACE ROAD, HILLSBOROUGH COUNTY, BEDFORD, NEW HAMPSHIRE", dated April 30, 1999, as revised through November 2, 1999, prepared by Sandford Surveying and Engineering, and recorded with Hillsborough County Registry of Deeds, as Plan #30176 (herein the "Property").

I. CONSERVATION EASEMENT.

The purpose of this Easement is to preserve forever the open space, scenic vistas, fields, forests, and plant and wildlife habitat of the Property, to prevent any use that will significantly alter the existing terrain or impair the use of the Property for said conservation values, and to permit civic, community and recreational use of the Property, as hereinafter described. This Easement shall be enforceable under, and have the benefit of, New Hampshire Revised Statutes Annotated ("RSA") Chapter 477:45, 46 and 47 as in effect on the date of this Easement Deed.

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of this Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U.S. Government or any subdivision of either of them consistent with Section 170(c)(1) of the U.S. Internal Revenue Code of 1986, as amended, or the successor provisions thereto, or any qualified organization within the meaning of Section 170(h)(3) of said Code, or the successor provisions thereto, which government unit or qualified organization has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. In identifying a suitable

BK 6248 PG 0195

assignee or transferee Grantee shall use its best efforts, in consultation with the Grantor, to first identify a local government unit or qualified organization as assignee, and if no such organization is available, then the State or a qualified statewide organization shall be identified, and if no such organization is available and the State of New Hampshire is unwilling to accept the assignment, then the federal government or a national qualified organization shall be identified. Any such assignee or transferee shall have like power of assignment or transfer.

Should all or part of the Property be taken in exercise of eminent domain by public, corporate or other authority so as to abrogate the restrictions imposed by this Easement, the Grantee and the Grantor shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking; all expenses incurred by the Grantor and the Grantee in this action shall be paid out of the recovered proceeds. The remaining recovered proceeds shall be allocated to the Grantor and the Grantee as their interests may appear as provided in Article IV, Section 4.

## II. PERMITTED USES.

1. The Property is divided into three zones, as shown on the Plan, within which the following uses, subject to Article III, "Prohibited Uses" below, shall be permitted:

Within the "facilities zone" ("F") the Grantor shall have the right to:

- (a) use, improve, maintain, locate, construct, reconstruct, expand, modify, demolish, remove, replace, renovate and repair the buildings, improvements or facilities in **Zone F** on the Property, provided, however, that no facility in **Zone F** on the Property shall exceed three and one-half (3½) stories in height, with the exception of one (1) barn the maximum height of which shall be the tallest barn existing in the Town of Bedford on the date hereof; and any proceeds derived from the sale or removal of improvements shall accrue to the Grantor;
- (b) use or lease the buildings which are currently located on the Property, or which may come to be located on the Property for civic, community and recreational purposes and supporting activities not inconsistent with those purposes;

- (c) use, improve, construct, reconstruct, and expand parking areas as may be reasonably necessary to accommodate the civic and community uses of the Property in a manner which will do the least damage to the land in **Zone F** while providing adequate and safe parking;
- (d) improve or relocate access to the Property so that it allows safe ingress and egress in all seasons in a manner which will do the least damage to the land in **Zone F** while providing adequate and safe access;
- (e) landscape and plant community gardens;
- (f) locate, renovate and reconstruct historic buildings and artifacts, from the Town of Bedford, which may become available to the Grantor, including barns, farm artifacts and historic homes, excluding structures and buildings exceeding three and one-half (3½) stories in height with the exception of one (1) silo and one (1) barn the maximum height of which shall be the tallest barn existing in the Town of Bedford on the date hereof;
- (g) locate, construct, reconstruct, repair, maintain and install water, sewer, gas, electric, cable and like utilities and make road improvements within thirty three (33) feet of the centerline of Wallace Road along the full length of the westerly side of the Property, immediately adjacent to the Wallace Road right-of-way;

provided that the uses permitted to the Grantor, or any lessee or licensee of the Grantor shall comply with the terms, conditions and restrictions of this Easement and provided, further, however; that no improvements, structures and buildings shall be placed, located, constructed, reconstructed, expanded or modified in a set back area in **Zone F** which set back area shall be the area which is within twenty five (25) feet of the northern boundary of **Zone F**, except that portion of **Zone F** falling within thirty three (33) feet of the centerline of Wallace Road, and shall be the area which is within fifty (50) feet from the edge of the wetland which is located around and along the eastern boundary of **Zone F** and which set back zone is shown on the Plan.

2. Within the "camping zone" ("C") Grantor shall have the right to:

- (a) conduct and permit supervised camp activities, including archery lessons;
- (b) plant community gardens;

- (c) make improvements to the land in **Zone C**, in consultation with the Grantee, only to facilitate the camp activities; to provide for a skating area in the winter season; and to construct a horse riding ring;
- (d) following consultation with Grantee, to construct, reconstruct, improve and provide for utilities to serve **Zone C**, including a water line;
- (e) use **Zone C** for all uses permitted within the "undeveloped zone", as hereinafter provided for;

provided that the uses permitted to the Grantor, or any lessee or licensee of the Grantor shall comply with the terms, conditions and restrictions of this Easement.

3. Within the "undeveloped zone" ("UD") Grantor shall be permitted to use the land for civic, community and recreational purposes, including the following:

- (a) snow-sledding, tobogganing, skiing (downhill and cross-country), snowshoeing, and the like (but excluding skating);
- (b) horseback riding, picnicking and the like (but excluding camping);
- (c) outdoor public events, including parties, weddings, festivals and the like;
- (d) haying, mowing and silvicultural practices designed to protect and preserve the open space and woodlands character of **Zone UD**, provided, however, Grantor shall not be obligated to engage in agricultural or silvicultural activities, except as set forth in Article II, Section 9;
- (e) other activities not inconsistent with community/civic activities and maintaining said land as open space;
- (f) in consultation with the Grantee, which consultation shall not include the right of the Grantee to prohibit, the construction of trails, fences, temporary staging and the like in association with the above-referenced uses;

provided that none of the above uses are inconsistent with the spirit and intent of this Easement and do not interrupt the vistas and the peaceful, tranquil character of **Zone UD**.

In addition, the Grantor shall permit the use of **Zone UD** for hiking, bird watching, scenic viewing, and similar non-obtrusive uses during the time the Property is open by the Grantor for public uses and may permit other passive recreation uses during the time the Property is open by the Grantor for public use and such use does not interfere with other activities scheduled for or taking place in **Zone UD**. The Grantor will not charge any fee, cost or charge to the public for the public's passive recreational uses of the Property allowed in **Zone UD** pursuant to this paragraph.

4. The Grantor may lease all or a portion of the land, and may contract for services on the land, provided that the uses permitted under such a lease or contract for service, comply with the terms, conditions and restrictions of this Easement.

5. Grantor may assign the responsibility for the maintenance of the Property and the buildings located thereon.

6. Grantor, in consultation with Grantee, may erect fences, install plantings or otherwise mark boundaries of **Zones C, F and UD**, as the parties may deem necessary and appropriate. Any fences so erected shall be maintained by the Grantor in good condition and repair, ordinary wear and tear excepted.

7. Grantor may erect permanent signs in **Zone F** and **Zone C**. In **Zone UD**, Grantor, in agreement with Grantee, may erect permanent signs for educational and directory purposes relative to trails and other aspects of the Property, and commemorative plaques.

8. Grantor may construct a perimeter fence around the Property.

9. Grantor shall cut the open spaces and fields on the Property in all the Zones at least once a year in order to preserve the open spaces and fields shown on the Plan of, and to preserve the existing scenic vistas from, the Property as of the date of this Easement.

### III. PROHIBITED USES.

1. Except as otherwise provided, no structure or improvement, such as a dwelling, building or the like, tennis court, soccer field, football field, baseball field, softball field, or other sporting fields, basketball court, skateboard park or ramp, bicycle ramp, mechanical ski lift or ski tow, impervious surface, billboard, advertising sign, or mobile home, or the like, swimming pool, aircraft landing strip, helicopter pad, and no artificial improvement or structure such as radio, television, cellular telephone or other towers, antennas, satellite dishes, utility telephone poles or cables, electric, gas, sewer or

other utility lines, pipes or poles, or the like, shall be constructed, located, placed or introduced onto or over the Property; provided that utility lines, pipes, poles and cables shall be allowed as necessary to service the buildings and facilities in **Zone F** and **Zone C**.

2. Unless allowed by the Grantee, no motorized or wheeled vehicles of any kind shall be operated within the Property, including, but not limited to snowmobiles, bicycles, motorcycles, all-terrain vehicles or other vehicles of any kind, except maintenance and service vehicles used by the Grantor in **Zones F** and **C** and motorized and wheeled vehicles used by Grantor and the public for ingress and egress to **Zone F**.

3. Unless allowed by the Grantee, no concerts or theater productions or the like shall be permitted on the Property.

4. No mining, quarrying, excavation of rocks, minerals, gravel, sand or topsoil shall occur on the Property, except for the purposes provided for in this Easement.

5. No dumping, injection, or burial of materials then known to be environmentally hazardous, and no dumping or storing of any garbage, scrap materials or other non-composted waste, shall be accomplished upon or within the Property, with the exception of septic systems within **Zone F**.

6. There shall not be conducted on the Property any residential, industrial or commercial activities, and no on-site activity will cause pollution of surface or subsurface waters or soils or of the air; provided that "commercial activity", as used in the preceding sentence, shall not include: (a) leasing of the facilities and Property as provided for herein, (b) temporary vendors at festivals and activities provided for herein, (c) fees charged by the Grantor, or its lessees, licensees or permittees for uses provided for herein, and (d) three (3) areas of sale for crafts, foods, goods and other items incidental and subordinate to the recreational, civic and community uses of the Property, said sales areas to be located exclusively within **Zone F**; provided further, however, that "residential activity", as used in the preceding sentence, shall not be deemed to prohibit the Grantor from leasing space to a person who will be the Grantor's caretaker for the Property.

7. Unless allowed by the Grantee, no hunting, shooting, archery or other use of weapons shall be allowed on the Property.

8. Grantee may request Grantor's permission to mow and use silvacultural practices on the Property:

(a) to maintain the natural open space, scenic vistas and woodlands;

- (b) subject to the requirement that Grantee maintains appropriate insurance and agrees to indemnify the Grantor;
- (c) subject to the right of Grantor to impose reasonable terms and conditions;
- (d) at the sole expense of Grantee; and
- (e) under such circumstance Grantor's permission will not be unreasonably withheld.

#### IV. GRANTEE'S RIGHTS AND OBLIGATIONS.

1. The Grantee shall be under no obligation to maintain the Property or pay any taxes or assessments thereon.

2. The Grantee at all reasonable times shall have reasonable access to the Property, excluding the buildings and structures thereon, for such inspection as is necessary to determine compliance with and to enforce this Easement and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by it or by its acceptance of this Easement.

3. In the event the Grantor decides to sell all or any part of the Property, Grantor shall first offer to sell the interest to the Grantee at the interest's fair market value. If the Grantor and Grantee cannot agree upon the interest's fair market value, then the parties shall jointly hire and pay an MAI or equivalent appraiser to appraise the interest to be sold. The appraiser's appraisal of the fair market value of the interest shall be binding on the parties and the Grantor shall offer to sell the interest to the Grantee for cash at said price with the closing of the sale to take place at the Grantee's discretion no more than 120 days after the date of delivery of the appraisal to the Grantor and Grantee.

4. If any portion of the Property is sold by the Grantor, the net proceeds from the sale, excluding any investment in buildings and improvements made by the Grantor after the date hereof and any appreciation associated therewith, shall be proportionately divided between the parties, based on the ratio that the parties contributed to the original purchase price.

5. Grantee in agreement with the Grantor, may erect and maintain permanent signs and commemorative plaques on the Property for the purpose of education, historical information, directions and commemorating those who contributed to the preservation of the Property.

